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RESPONSE TO REQUEST FOR PROPOSAL 6028 Z1

ORIGINAL

04.05.2019



**“The best way to predict
the future is to create it.”**

–Abraham Lincoln

Thank you for the opportunity.

We appreciate all of your time, hard work and consideration. For ease of reference, please visit bozell.com/nb/corn for the referenced case studies within this proposal.

This RFP response demonstrates our approach and answers your questions. But before we begin, we'd like to lay out a vision for Nebraska corn.

We know it's big. We believe it can be even bigger.

We know this because we know what it takes to change consumer perceptions. Moving the sales needle in the marketplace while staying connected with the producer, as we're doing today for the world's largest honey co-op – Sioux Honey Association Co-op – selling honey while celebrating the family farmers who produce it, even creating their first monthly digital magazine, HIVE. Leveraging relationships with local, regional and national media on behalf of First National Bank of Omaha to connect with Nebraska's sports fans. Creating meaningful collaborations in the first-ever multi-state campaign for 529 College Savings Plans through a partnership with Fred Rogers Productions.

We call it "Close to the Customer." And it's been key to making our clients' business *our business* since 1921.



The "Pork. The Other White Meat." campaign Bozell did for the National Pork Producers Council made history and is now a Harvard Business School case study. The Milk Mustache campaign Bozell created for the Milk Processor Education Program became a lasting icon. Our efforts for the Corn Refiners Association worked to change the conversation about High Fructose Corn Syrup. Current agency personnel, including our CEO Kim Mickelsen, were part of those campaigns, and carry that expertise into efforts on behalf of the Nebraska Corn Board.

We believe that together, we can make history for the Nebraska Corn Board.

WHAT'S OUR VISION OF THE POTENTIAL FOR NEBRASKA CORN? LET'S TAKE A BRIEF LOOK AT TOMORROW'S HEADLINES*:



*All quotes and news stories are fictional, for entertainment and illustrative purposes only, and may not represent the actual opinions of the quoted. But they are not beyond your reach.



Ethanol Seen as "Gold Standard" in Biofuel

By Sam Roberts

April 2, 2020



Once the subject of misperception, ethanol-blended gasoline is now in demand as a preferred fuel for America's motorists. It produces less carbon dioxide emissions, it's domestically produced and it's renewable, all of which have consumers and commercial vehicle fleets looking for the distinctive "E" symbol on gas pumps. Boone McAfee, Director of Research for the Nebraska Corn Board, says "We've been able to help nation see the benefits of alternative domestic fuel sources."

SF Successful Farming

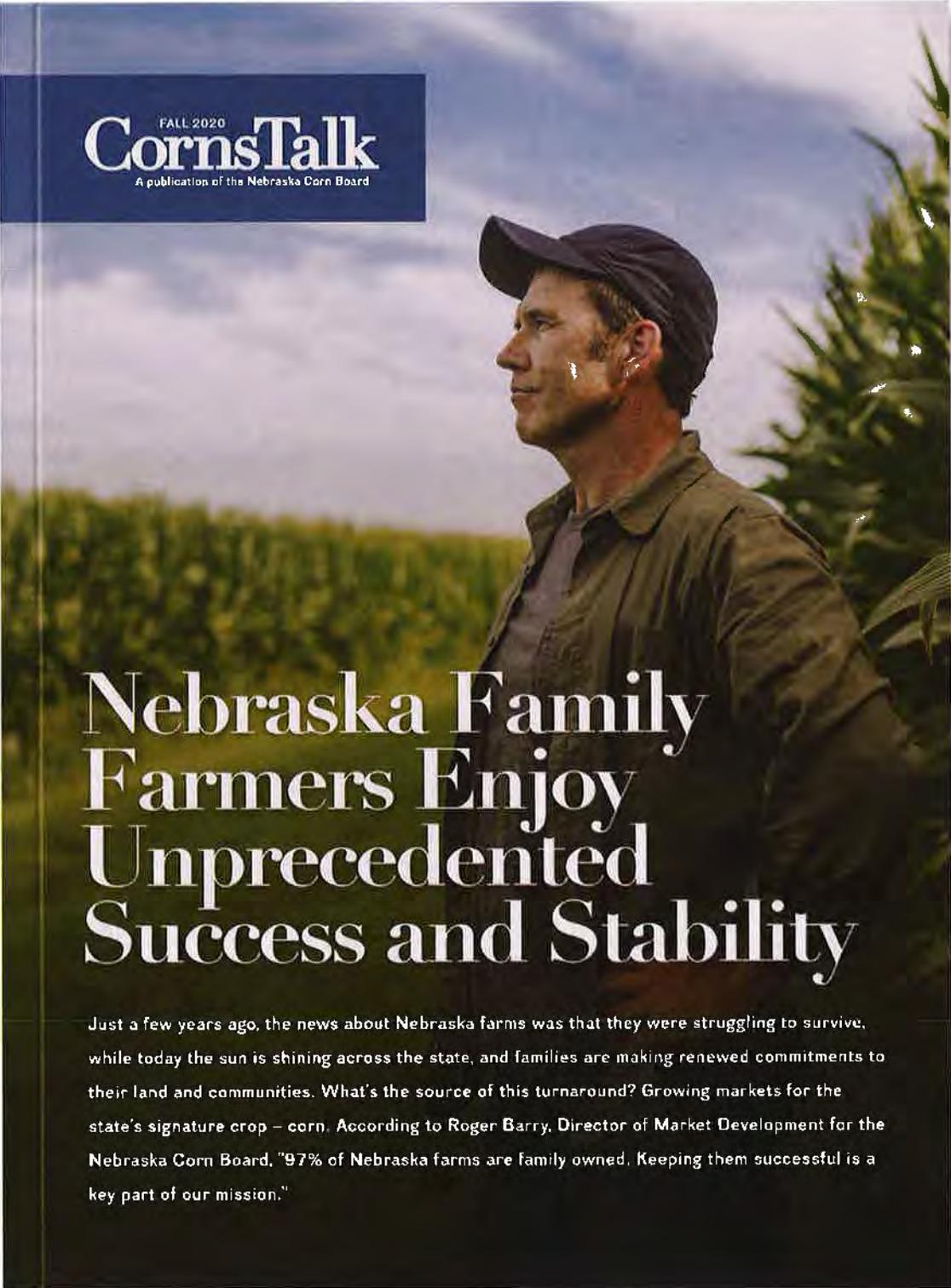
[Home](#) > [News](#) > [Crops News](#)

CORN FINDS NEW MARKETS AS BIO-BASED LUBRICANT IN MARINE APPLICATIONS

By Chuck Abbott
4/2/2020

Nebraska corn is being put to work in some unexpected places: deep in the Gulf of Mexico on an offshore oil rig. "Corn oil-based bio-lubricants help the rigs meet tough environmental standards," notes Mike Guggenheimer, CEO of RSC Bio Solutions. "Biodegradable lubricants lessen their environmental impact." Kurtis Harms, Director of Communication for the Nebraska Corn Board, believes "This is a new arena for corn and the growth potential is as big as the ocean."





FALL 2020
CornsTalk
A publication of the Nebraska Corn Board

Nebraska Family Farmers Enjoy Unprecedented Success and Stability

Just a few years ago, the news about Nebraska farms was that they were struggling to survive, while today the sun is shining across the state, and families are making renewed commitments to their land and communities. What's the source of this turnaround? Growing markets for the state's signature crop – corn. According to Roger Barry, Director of Market Development for the Nebraska Corn Board, "97% of Nebraska farms are family owned. Keeping them successful is a key part of our mission."

1. REQUEST FOR PROPOSAL FORM

The “Bidder Contact” and “RFP for Contractual Service” forms can be found in Appendix A, while Sections II through IV can be found in Appendix B.

2. CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

Bozell & Jacobs LLC., dba. Bozell
1022 Leavenworth St.
Omaha, NE 68102
402.965.4300

Bozell is an LLC that was originally incorporated with the state of Nebraska in 1921. Throughout our 98-year history, Bozell has seen many changes:

- 1921** – Bozell & Jacobs – Privately held
- 1986** – Lorimar Telepictures – Corporation
- 1989** – Bozell, Jacobs, Kenyon & Eckhardt – Privately held through buyout
- 1997** – TrueNorth – Publicly-held Corporation
- 2001** – Bozell & Jacobs (dba. Bozell) – Privately-held LLC

Today, Bozell is also a certified women-owned business. You can find certificates for our WBENC National certification in Appendix C.

B. FINANCIAL STATEMENTS

A statement about the stability and financial strength of our organization can be found in the envelope marked “Confidential.”

C. CHANGE OF OWNERSHIP

No change in ownership of Bozell is anticipated in the next 12 months.

D. OFFICE LOCATION

With only one office, Bozell's Omaha location would be responsible for the performance pursuant of an award of a contract with the State of Nebraska.

E. RELATIONSHIPS WITH THE STATE

In the past five years, Bozell has had two contracts with the state of Nebraska.

1. The contract with the University of Nebraska–Lincoln, which was in response to Bid #2350-14-5014. This agreement was for media buying services and began June 2014.
2. The contract with Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, was in response to RFP No. 18170. This agreement was for media buying services and began November 2018.

F. BIDDER'S EMPLOYEE RELATIONS TO STATE

No Bozell employees are/were employed by the State of Nebraska in the last five months.

G. CONTRACT PERFORMANCE

Bozell has not had a contract terminated for default in the past 10 years.

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

SIOUX HONEY ASSOCIATION CO-OP

Overview: Founded in 1921, Sioux Honey Association Co-op is the oldest and largest honey marketing company in the United States. For decades their brand Sue Bee Honey has been on grocery store shelves around the country and was the market-share leader. But as consumer grocery habits changed, and they began seeking less processed foods and replacements for sugar, honey sales began to increase dramatically (as did prices), while Sioux Honey market share began to decline as other players entered the market.

Insight: Sue Bee had been the industry standard and the company's flagship brand for decades, and their "honey bear" bottle was synonymous with the category. But that strength had become a weakness as consumers sought less processed, more contemporary brands. "If it ain't broke, don't fix it" was the company's mantra, and was evidenced in their packaging, website and marketing. Yet great strength lay in the unique truth of their business – they are a co-op, not a corporation, with a strong history of integrity.



Execution: It was necessary to rebuild the Sioux Honey brands from top to bottom. Packaging was updated for both the Sue Bee and Aunt Sue's Raw & Unfiltered brands to stand out on the cluttered grocery shelves. Using bright colors and communicating the key benefits changed the way consumers perceived their products. Rather than old and outdated, those two brands felt new to consumers. Television, print advertising, social media, a completely new website and a members-only digital magazine were all used to reintroduce the brands to America.

In addition, an entirely new brand of local honey, Beek's, was created and launched in California, a highly competitive state where they were losing share quickly, and is rolling out to other states. Sioux Honey is now starting to gain new outlets when they had been losing shelf space before.

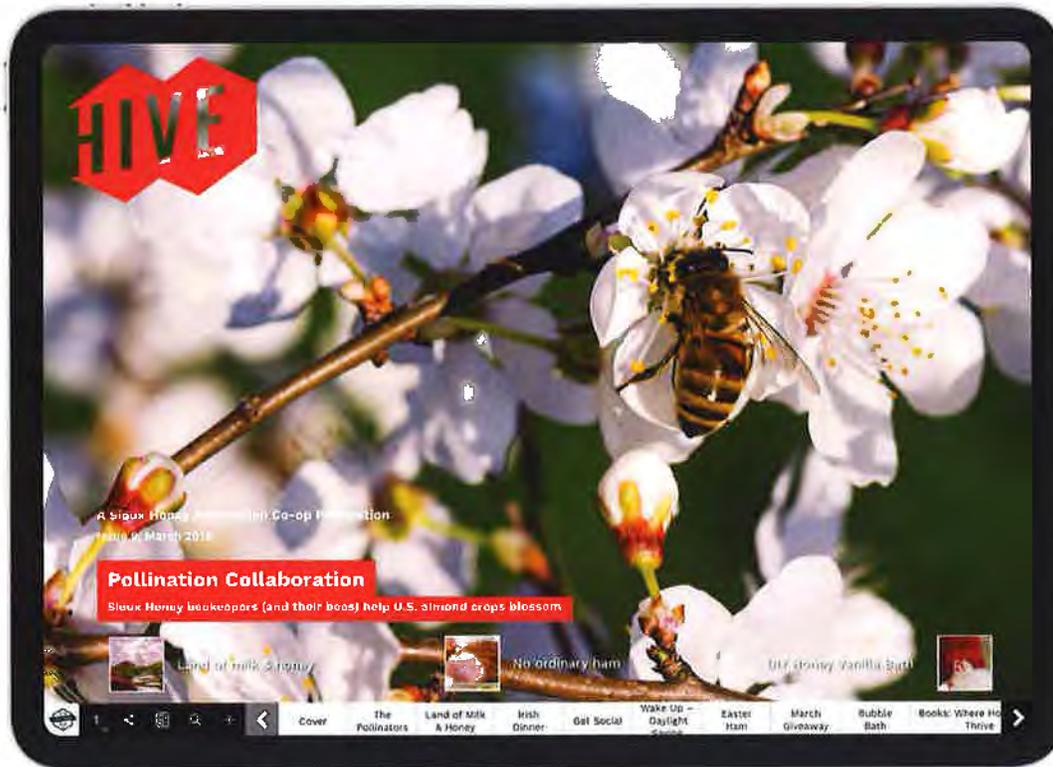


For Sioux Honey Association Co-op itself, no marketing had ever been done, so their story needed to be told. Primary research indicated that there was a strong emotional resonance with the idea of supporting local farmers and was especially strong in the coveted younger demos. The concept of a co-op – farmers working together to support each other – was incredibly appealing to consumers. Even if they didn't know exactly what a co-op was, they trusted the model more than big conglomerates.



In the end, consumers want transparency, they want quality and they want to know the stories of the companies that make the products they are loyal to. They want to know what a company stands for. A campaign to hit on all these notes was developed. The “Who does your honey comes from” campaign told the story of the Sioux Honey Association Co-op's mission, vision, products and, most importantly, the people behind the co-op – the members who care for the bees, collect the honey and help their neighbors.

An online magazine, HIVE, was also created. And in every issue a different beekeeper is featured and their story is told. For nearly two years, Bozell has been producing this magazine monthly, doing all the interviewing, writing and production. This content is then repurposed for our social media and promotional efforts.



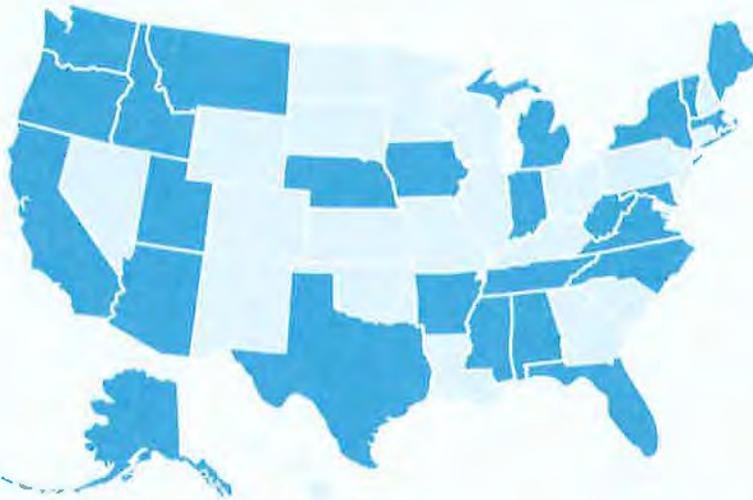
Results: Sales are responding to the campaign efforts, with a 17% increase for the Aunt Sue's brand, reversing a decline. A newly revamped ecommerce platform has seen an increase of 129% in online purchase volume. Subscriptions to HIVE e-magazine continue to grow, as do social media followers. And Sioux Honey Association Co-op members have enthusiastically embraced the efforts to highlight the work they do to bring pure honey to America's kitchens.

529 COLLEGE SAVINGS PLANS

Overview: 27 states and 19 financial partners from the College Savings Plans Network are working together to help families from all walks of life save for higher education. Together with Bozell, this consortium has launched a first-ever national effort to drive awareness and participation in tax-deductable 529 college savings plans.



27 states are joining forces to take on the student debt crisis by raising awareness of 529 College Savings Plans.

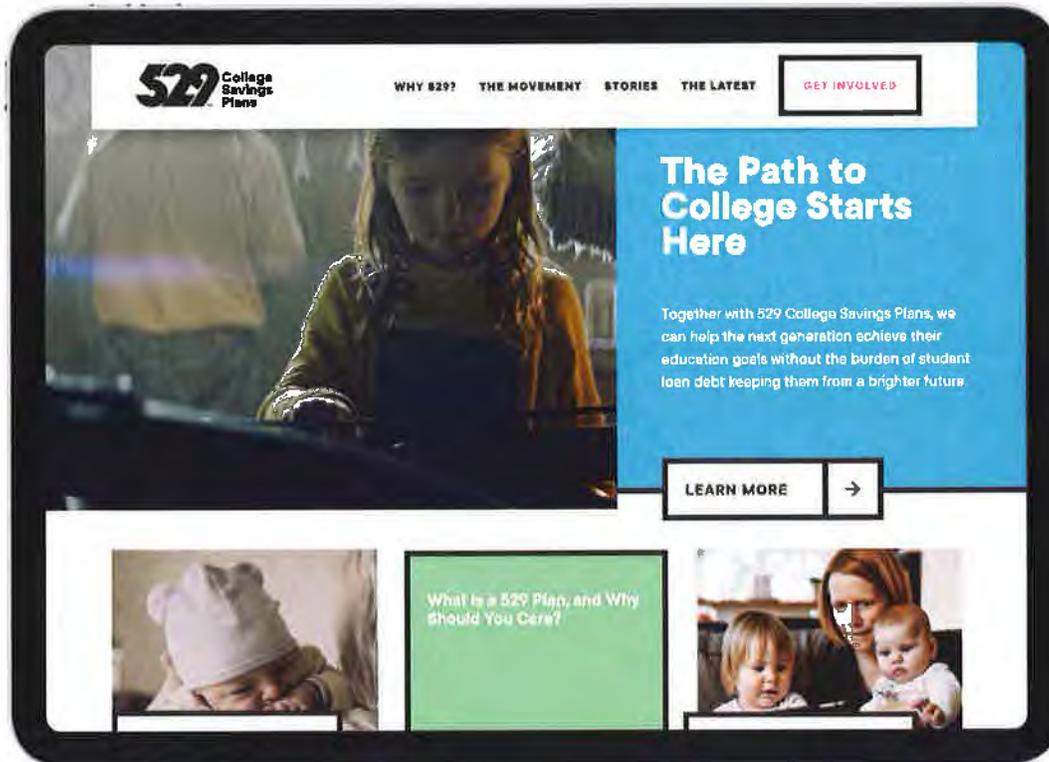


Insight: Total student debt across the U.S. has climbed to more than \$1.5 trillion, yet the national conversation about this centers on debt forgiveness and the rising costs of education, rather than preventing this debt in the first place. Instead of focusing on the negativity, or building a case based on cold, hard facts, there's an opportunity to take a positive, emotional approach that taps into the promising future every parent sees in their child.

Execution: Partnering with Fred Rogers Productions is a strong fit for the brand's values and audience. As the underwriter for "Daniel Tiger's Neighborhood" PBS TV series, CSPN had national exposure before and after each episode. 15-second mini-movies seamlessly depict the transformation from childhood dreams to grown-up achievements, reinforcing the message that there's a future waiting to be realized through education.



529forCollege.com, a new microsite, was created to serve as a content hub for stories, testimonials and custom-written articles supporting the value of tax-free savings for college. Local, regional and national efforts in PR and social media further leveraged the message and content, with the ability for each member state to adapt the material for their own use.



Results: Since the campaign launch on March 4, 2019, press coverage has been heavy. Social media engagements are active and microsite visitors are spending an average of four minutes on the site, almost twice the industry average.

And, anecdotally, people love it. It touches a universal emotional nerve in both parents and children, all in service of an important message.

FIRST NATIONAL BANK OF OMAHA

Overview: First National Bank of Omaha (FNB) is a well-established Nebraska brand, known for doing what's right and putting customers and communities first. But banking products have become a commodity, so it's imperative that we go beyond products and connect this brand with the passions of consumers – to drive demand and deliver product results.

Insight: Every devoted Nebraska or Creighton sports fan within the FNB footprint has that one moment in history they'll always remember – down to what they were wearing and who they were with. Whether it's when Nebraska quarterback Eric Crouch evaded three Missouri defenders to score a 95-yard touchdown, or when Creighton's Ethan Wragge scored nine 3-pointers in a row during an unforgettable 96-68 Bluejay victory over Villanova, it's a moment they'll never forget.

Execution: Leveraging Bozell's clout with in-state media partners enabled us to deliver the highest possible ROI, generating an 83% reach. Creatively, the energy of the game moments were brought to life across different media, including print, outdoor, digital and 30-second TV spots.



Results: The campaign was a hit with both consumers and the client. Requests for the Husker and Creighton affinity debit cards increased 156 percent. In addition, impressions of the spots exceeded industry norms.

I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/ MANAGEMENT APPROACH

Your core team will be led by our CEO, Kim Mickelsen, senior account planner, David Moore, and director of account service, Mary Grabow. They will be supported by account executive, Erin Eckerman, as well as a project manager who will be your primary contacts. Your core team will also include oversight by our director of strategic communication, Mike Gilloon, as well as creative director, Tim Young. All Bozell marketing professionals, including those in creative, public relations, social media, media planning and buying, digital, production, and strategy and analytics are available to the core team at all times. They are all brought into projects on an as-needed basis. Below are the bios of individuals we believe will be key team members.



Kim Mickelsen, CEO

Kim joined Bozell in 1990 becoming senior partner in 1994. In 2001, Kim was one of four agency partners that headed the buyback of the company. Today, she is CEO and actively engaged in client projects and heavily involved in business development. For more than 30 years, Kim has worked with clients, large and small, in industries like agricultural, biotech and biometrics, energy production and delivery, packaged goods and more.



David Moore, Senior Account Planner

David rejoined Bozell in 2013 and currently serves at senior account planner. His career began more than 30 years ago right here at Bozell, writing ads as a copywriter. Over the years, David has worked for a number of clients in the agriculture category including Milk PEP and National Pork Producers, as well as non-ag clients like Duck Brand Duct Tape, First National Bank, American Tool, the Ohio Lottery and the Nebraska Lottery.



Mary Grabow, Director of Account Service

Mary has more than 25 years of marketing experience, working with brands such as Physicians Mutual, Taco John's and Metropolitan Utilities District. In addition to managing internal processes and mentorship for all account executives and project managers, Mary oversees client relationships and strategy for all of our clients, including 529 College Savings Plans, Sioux Honey Association Co-op and Westlake Ace Hardware.



Erin Eckerman, Senior Account Executive

Erin recently joined Bozell with 12 years of marketing and advertising experience having worked with clients like Bayer CorpScience, FMC Corporation, USC University Hospital and University of Chicago Hospital. At Bozell, Erin leads the communication strategy and account management for several clients including Westlake Ace Hardware, Nebraska Public Power District and Omaha's Henry Doorly Zoo & Aquarium.



Tim Young, Creative Director

Tim has 20 years of design, art and creative direction experience working for a variety of clients in industries including agriculture, nonprofit, healthcare, banking, consumer services and packaged goods. Tim manages creative personnel while working with the team to develop creative strategies. Tim currently leads the creative for several clients, including First National Bank of Omaha, Live On Nebraska and Omaha's Henry Doorly Zoo.



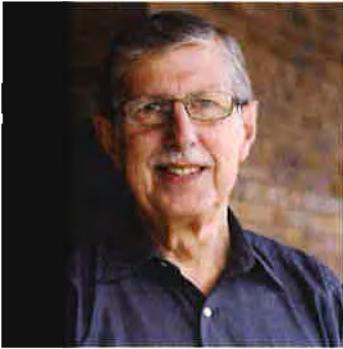
Mike Gilloon, Director of Strategic Communications

Mike has more than a decade of experience in the marketing industry having worked for a variety of clients, including Hanes, Nintendo, Hallmark, Anheuser-Busch and Best Buy. He currently leads and integrates our media strategy, media buying and public relations efforts for all of our clients, including 529 College Savings Plans, University of Nebraska-Lincoln, Sioux Honey Association Co-op, First National Bank and more.



Jim Minge, Senior Content Developer

Jim joined Bozell with more than 20 years of experience writing and developing content for a variety of clients and publications including the Omaha World-Herald, Omaha Steaks and The Omaha Dispatch, a local entertainment newsletter. Jim currently concepts and writes material for several of our clients including Sioux Honey Association Co-op, Cue Broadway and First National Bank of Omaha.



Tom Giitter, Public Relations Manager

Tom has more than 40 years experience in communications as a former newspaper reporter, editor and public relations professional for dozens of marquee brands. At Bozell, Tom has written for national accounts, including the National Pork Producers, Moog Automotive and Thiemec Company, to name a few. He was also heavily involved with numerous agricultural campaigns involving farm equipment, row crop and animal health products.



Rebecca Weber, Senior PR Strategist, Social

Rebecca has 14 years of experience. Prior to Bozell, Rebecca provided public relations and development for political campaigns, served as director of donor relations for a nonprofit, and owned and operated her own consulting company. She currently leads social media and influencer strategy for our clients including First National Bank of Omaha, Sioux Honey Association Co-op and 529 College Savings Plans.



Ashley Gaa, Media Buyer

Ashley has more than five years of experience planning and buying media. Before joining Bozell, she served as marketing director of a fashion company. Ashley currently researches, plans and buys media for several of our clients including Omaha's Henry Doorly Zoo, Sioux Honey Association Co-op and University of Nebraska-Lincoln.

J. SUB-CONTRACTORS

Bozell is a full-service agency and does not anticipate using any subcontractors or partners to deliver the core services defined in the RFP. Bozell does not include media outlets, printers or broadcast production companies as subcontractors, but rather as vendors that are bid out and approved by the client on a project-by-project basis.

3. TECHNICAL APPROACH

A. UNDERSTANDING OF THE PROJECT REQUIREMENTS

Bozell believes we have a good grasp of the project requirements as Contractor of Record for the Nebraska Corn Board. As we see them, key elements include collaboration, responsiveness and a wide range of capabilities.

That describes what we do every day for our clients.

Generating entire print and digital publications, crafting effective television advertising, forging deep relationships with social media influencers, creating sales support materials, developing fresh strategic approaches to age-old marketing problems – that's what our 49 people do successfully each day.

Our understanding of both ends of your audience spectrum, from everyday consumers to the corn-producing family farmers, is evident in both our past and our present.

In short, what is necessary to succeed as your advertising agency partner aligns with our core approach:

- 1) Start at the end.** Understand who the audience is, and what you want them to do.
- 2) High volume, high velocity.** The best way to have a good idea is to have a lot of ideas and adapt quickly as market conditions change.
- 3) Collaboration is key.** That means both within our agency, across disciplines and with our clients. Good ideas don't care where they come from.

B. PROPOSED DEVELOPMENT APPROACH

STRATEGY OVERVIEW: LEADING WITH A CONTENT-FORWARD STRATEGY

Content marketing – creating informative news stories, videos, photos, entertainment, all featuring your message – allows you to build your reputation, encourage trust, influence conversations and foster a sense of reciprocity. It gives credibility to your message that using paid media alone does not. With content, consumers also find value before ever becoming an advocate. Evergreen content can be repurposed across all potential consumer touchpoints to generate tangible results.

MARKETING APPROACH

An integrated marketing approach can drive demand from consumers and simultaneously push advocates to increase influence to further drive demand. Using a top down and bottom up approach at the same time ensures maximum return on investment. Surrounding your target audience with paid, owned and earned media will make it so no matter the placement or the timing, key initiatives are clear and impactful.

We recommend the following approach to drive opportunities and demand for Nebraska corn.

1) Generate awareness and evoke pride: Create a visual representation and message – an icon, for example – that can act as a badge connecting all the products using Nebraska corn with the family farmers who provide it.

By focusing on the family farms these products come from, we can capitalize on the farm to table, farm to car, farm to product movement among consumers, while simultaneously encouraging pride among the farmers who produce the corn.

2) Facilitate engagement and understanding: Use content to demonstrate (show, not just tell) consumers and audiences the benefits and uses of Nebraska corn.

Creating portable content in a digital way allows for users to spend more time discovering how they can support the local farmers by buying more corn-based products. Whether that is choosing ethanol at the pump, buying Nebraska corn-fed beef or looking for the badge on the popcorn they buy at the movies, consumers can see their purchases as investments in the organizations and companies producing it.

3) Activate your advocates: Once you have awareness and engagement, you have created your own group of advocates, now it is time to activate them to influence others and drive demand.

This people-to-people strategy allows for micro-influencers to be created over time, and with a content-forward strategy you have armed them with the value and content to share. This keeps the marketing messages moving, building momentum far beyond your paid and earned media.

COMMUNICATION PLAN

Bozell recommends putting the consumer at the center of all we do, conveying the often unseen role corn plays in their everyday lives. With the customer at the center, we then push and pull. Earned media (PR placements, feature stories, social sharing) pulls customers to our owned outlets. At the same time, we use paid media (advertising) to push a positive message about corn to those same consumers. The push and pull creates a dynamic that puts the target audience in the center.

Owned Media

- **Website:** Update website by giving more prominence to an updated, interactive edition of CornsTalk. By making this publication interactive, we can expand and deepen content to bolster consumer understanding and provide valuable content for the PR team to pitch and media team to place. This content can include videos from producers, longform case studies, animations and infographics that become portable for our advocates to share. The interactive, monthly magazine will be self-contained and can be used with all major target audiences on or offline, while driving up your SEO relevancy on the website.
- **CornsTalk:** Engagement metrics from the interactive edition will allow us to tailor and adapt content for the print edition, focusing on the most engaging type of stories and messages.
- **Social Channels** (Twitter, Facebook, Instagram, LinkedIn): A social media strategy should be built around key timing and messages for effective content distribution. The goal would be to grow loyalty among those interested and provide repurposed content from the interactive magazine to arm our advocates and encourage sharing.
- **Innovation Challenge (educational program):** Bozell recommends creating an Innovation Challenge among high school students across the state to create pitch proposals for alternative uses for Nebraska corn. Shifting the current education platform to an Innovation Challenge can

provide new product opportunities, while creating news interest and generating further content.

- **Trade Shows:** Utilizing our new interactive magazine with rich content, we can create supporting trade show materials to reinforce the core message while creating a valuable tool to engage with attendees.

Paid Media

- **At the Pump:** Ethanol-based fuels are a significant market for Nebraska corn, and more efforts can be made to reinforce the choice of E85 at the point of purchase. Building on the messages developed for content sharing, POS (point of sale) reminders can be created to tie the purchase of ethanol fuel to the family farmers who produce it.
- **TV:** Television commercials can tell the story that connects everyday products that use Nebraska corn to the family farmers who produce it, creating an emotional bond that reinforces in-state pride and value.
- **Radio:** Radio commercials are an effective medium to build message frequency over time, and would be a key component of our recommendations.
- **Print:** Utilizing the content created for other channels as advertorial content creates opportunities to tell our story in a longer form with more staying power.
- **Native Digital:** Creating advertorial content – including video and thought leadership – can be placed with national news outlets, delivering added credibility and extending our message reach.

Earned Media

- **Public Relations:** Thought-leadership articles, authored by senior Nebraska Corn Board staff and researchers, can be pitched to national, regional and local media, earning credibility and elevating the discussion around Nebraska corn.
- **Student Advocates:** The student Innovation Challenge creates a newsworthy story that can encourage interest around new ideas and innovations in the myriad uses of corn. Students, schools and local media will be eager to share stories of their participation.

By pushing and pulling consumers through these channels, you can leverage the compounding nature of the channels to drive a positive public opinion, understanding of benefits and uses, and ultimately create demand and value for Nebraska corn products.

C. TECHNICAL APPROACH

The Attachment A Technical Requirements form can be found in Appendix D.

D. DETAILED PROJECT WORKPLAN

PROJECT PLANNING AND MANAGEMENT	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July
Contract Finalized															
Client Onboarding Identify key NCB stakeholders/contacts, define team responsibilities, approve process, preferred mode of communication, determine milestone dates and schedule status meetings, billing process, etc.															
Discovery/Insight Session Includes an overview of current marketing plans, promotional details, consumer campaigns, media plans, goals and objectives for advertising, marketing and communications moving forward, define priorities, set budget and success indicators, discuss expectations and timing for status and progress reports, etc.															
Planning Calendar To be provided six weeks in advance of deadline															
Quarterly Reports															



E. DELIVERABLES AND DUE DATES

Bozell is more than confident that we will be able to execute the Nebraska Corn Board's deliverables based on the schedules indicated in the Scope of Work. As a sample, we have included a possible timeline for the execution of Cornstalk below.

SAMPLE PROJECT TIMELINE: CORNSTALK	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16	Wk 17	Wk 18	Wk 19	Wk 20	Wk 21	Wk 22	Wk 23	
NCB input/goals/objectives defined and clarified	█																							
Bozell internal team meeting, development of recommended approach		█	█	█																				
Bozell present recommendations for content and execution of three newsletter editions					█																			
Client input						█																		
Revisions to implementation plan						█																		
Client approval						█																		
Scope of work delivered						█																		
Client approval of scope of work						█																		
Timeline confirmed and resources assigned to develop first newsletter edition						█																		
Bozell to develop theme, content, schedule recommendations							█	█	█															
Bozell to present theme recommendation, content topics and schedule for each issue									█	█														
Copywriting										█	█													
Client input/approval												█												
Copy revision													█											
Client input/approval														█										
Copy revision															█									
First design concept																█	█	█						
Client input/approval																				█				
Revisions to newsletter																					█	█		
Client input/approval																						█		
Revisions to newsletter																							█	
Client input/approval																								█
Production files to printer																								



**Appendix A:
Bidder Contact and Contractual Service Forms**

Form A
Bidder Contact Sheet
Request for Proposal Number 6028 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Bozell
Bidder Address:	1022 Leavenworth St. Omaha, NE 68102
Contact Person & Title:	Kim Mickelsen, President
E-mail Address:	kmickelsen@bozell.com
Telephone Number (Office):	402.965.4317
Telephone Number (Cellular):	402.598.5440
Fax Number:	402.965.4399

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Bozell
Bidder Address:	1022 Leavenworth St. Omaha, NE 68102
Contact Person & Title:	Kim Mickelsen, President
E-mail Address:	kmickelsen@bozell.com
Telephone Number (Office):	402.965.4317
Telephone Number (Cellular):	402.598.5440
Fax Number:	402.965.4399

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

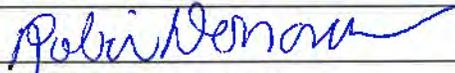
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

REN NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Bozell
COMPLETE ADDRESS:	1022 Leavenworth St., Omaha, NE 68102
TELEPHONE NUMBER:	402.965.4300
FAX NUMBER:	402.965.4399
DATE:	04/04/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Robin Donovan, President



**Appendix B:
Sections II, III and IV**

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RRP			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
ARD			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Nebraska Corn Board
 Attn: Executive Director
 301 Centennial Mall South Fourth Floor
 Lincoln, NE 68509

C. NOTICE POINT OF CONTACT (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
ARD			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
ARW			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
ARW			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
ARW			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PRD			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PRD			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PRD			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-contractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect

the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including sub-contractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
ARL			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

M. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
ARL			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in

the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PRD			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PRP			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PRW			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Q. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RRD			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		RRD	In reference to R. 1 + 2 - the deliverables will be released once the work has been paid for.

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,

7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PRD			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a sub-contractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a sub-contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the sub-contractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or sub-contractors or sub-contractor's employees)

If the Contractor intends to utilize any sub-contractor, the sub-contractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any sub-contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or sub-contractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Sub-contractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AKA			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AKA			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RLD			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RLD			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

All concepts, slogans, or plans submitted or developed by the contractor for NCB during the term of the agreement, whether or not used, and any and all layouts, copy, artwork, films, and other tangible material which the contractor prepares for NCB or purchases for its account pursuant to any advertising campaign for NCB, are NCB's property exclusively.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RLD			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each sub-contractor and provide a COI verifying the coverage for the sub-contractor;
2. Require each sub-contractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each sub-contractor has the required coverage; or,
3. Provide the State with copies of each sub-contractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any sub-contractor to commence work until the sub-contractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require sub-contractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
-Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska
Qualification Under Nebraska Excess Fund	Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Corn Board
 Attn: Executive Director
 301 Centennial Mall South Fourth Floor
 Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RED			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RED			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RED			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AKO			

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AKO			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AKO			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AKO			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PRD			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be mailed to the Nebraska Corn Board (301 Centennial Mall South Fourth Floor, Lincoln, Nebraska 68509). Invoices may also be submitted electronically to the Nebraska Corn Board (NCB.Info@nebraska.gov). The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PRD			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
PRD			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RED			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RED			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



**Appendix C:
Women-owned Business Certification**

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Bozell & Jacobs LLC DBA Bozell

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: July 31, 2013

Expiration Date: July 31, 2019

WBENC National Certification Number: 2005122819

WBENC National WBE Certification was processed and validated by
>Women's Business Development Center - Midwest, a WBENC Regional Partner
Organization.



Authorized by Emilia DiMenco, President & CEO
Women's Business Development Center - Midwest



Your growth is our business

NAICS: 541430, 541613, 541810, 541820, 541830, 541860

UNSPSC: 60105409, 80141501, 80141505, 80141627, 80170000, 82100000, 82101500, 82101501, 82101502, 82101503, 82101504, 82101505, 82101506, 82101900





**Appendix D:
Attachment A Technical Requirements Form**

Attachment A
Technical Requirements
Request for Proposal Number 6028 Z1

Bidder Name: Bozell

For the following six (6) technical requirements, provide a bidder response explaining how each requirement will be met. Include frequency of each requirement in the bidder response. Explain the overall process, research methodology, planning, creative development, requirement implementation and evaluation of each item. If a "reimbursement or a commission rate" cost is associated with the requirement, please include in the narrative response.

The fulfillment of the RFP requirements listed below will be at the direction of the Nebraska Corn Board. A completed form must be submitted with the proposal response.

CornsTalk NEWSLETTER

The Nebraska Corn Board publishes its CornsTalk newsletter three times per year. The publication is a tabloid-sized piece distributed through the state's weekly and daily newspapers, as well as through the Midlands Business Journal and Lincoln Business Journal. Two of the editions are 8 pages, while the third is 12- to 16-pages. The larger edition is also distributed as an insert in Nebraska Farmer magazine in February.

The Contractor proposal should not include printing, shipping and insertion costs as these will be outside of the Contractor budget and will be billed directly to and paid to the vendor by NCB. The Contractor proposal should include all services outlined below as well as anticipated costs for photography (stock and/or on-location) and graphics development.

The Contractor will be responsible for the following:

1

- a. Working with NCB to identify the theme, topics and schedule for each issue;
- b. Conducting research, interviews and fact-finding;
- c. Creating the content and design for each edition;
- d. Sourcing photography and graphics as required;
- e. Soliciting at least three printing bids for each edition;
- f. Working with the selected printer to ensure timely delivery and accurate shipping; and,
- g. Working with the Nebraska Press Association, Nebraska Farmer, Midlands BusinessJournal, Lincoln Business Journal and other distribution outlets to coordinate schedules, insertion dates, shipping/insertion quantities, etc.

Bidder Response:

With Nebraska Corn Board's (NCB) communicated goals for the CornsTalk newsletter, the Bozell team will establish best practices for development of the newsletter.

- As a first step in the process, a Scope of Work document is provided for NCB's approval and will detail project deliverables, considerations and costs.

1

- Once approved, the account executive will then develop a Creative Brief outlining objectives for the publication, research insights, target audiences, key message points, creative design expectations, recommended approach for photography and timeline.
- NCB will be consulted on the creation of the brief and a sign-off is requested to ensure the it acts as a complete map to project completion.
- Throughout the project, the Bozell team will monitor the timeline with key milestone dates for all contributors and schedule status updates to ensure the project is moving forward as anticipated.
- Once the Creative Brief is agreed upon, Bozell will begin development of content including fact-finding and completing interviews.
- The content developer, copywriter and art director will work hand-in-hand to provide recommended visuals/graphics that connect to the newsletter content.
- A layout draft of our recommended design concept will be provided to NCB for approval before the creative team fully executes the first draft of the magazine – for both the digital and print publications.
- The project timeline will include two rounds of revisions. If, during the client onboarding process, additional reviews are deemed necessary, this number can be adjusted and will be indicated in the Scope of Work.
- As the design is being finalized, the Bozell production staff will confirm specs for printing and materials deadline per NCB’s insertion order. If necessary, we are prepared to secure three print bids.
- The process will include an initial press check to ensure print quality is as expected. And browser testing for the digital edition will be completed.
- Bozell will consult with NCB throughout the process from start to finish to ensure a smooth process for all three newsletter editions.

A sample timeline for the CornsTalk Newsletter can be found on page 23 of the proposal.

Budget Considerations:

Budget for the newsletters including; management of the project within the agency, status updates and approval process with NCB stakeholders, production management time for trafficking print insertions, coordination with printer and publications, copy and design will be determined based on hours to complete each edition and host digital edition, multiplied by the established agency hourly rate.

Overall budget for the newsletters will be allocated as a percentage of the NCB established annual budget. (Photography would be included in this projected budget.)

Printing, shipping and insertion costs will not be included in the Bozell assigned budget.

2

MEDIA PLANNING AND PLACEMENT

NCB periodically places media advertising in both Nebraska metro markets and rural markets to support a variety of activities including, but not limited to:

- a. At-the-pump promotions for ethanol-blended fuels;
- b. Consumer education programs;
- c. Farmer education programs; and,
- d. Magazine advertising targeted to key audiences including livestock producers and consumers.

Depending on the market, the message and the budget, these media campaigns may include radio, newspaper, digital and/or television. Depending on the promotion, the Contractor may also be required to coordinate efforts with other stakeholder groups such as fuel retailers, the Nebraska Ethanol Board, the Nebraska Corn Growers Association, etc.

The Contractor will strategically coordinate media buys to ensure the best placement (place, medium, and time slot) while securing the best rates available to help advance NCB's advertising and marketing goals.

Bidders Response:

Bozell will implement an integrated marketing approach that will be tailored to NCB's goals and objectives.

- After an initial session with the NCB team to gain insights into expectations, goals and objectives for the media strategy, the team will utilize our many research tools, including Strata, ComScore, eMarketer, Funnel and many more, to gain insights into preferred message channels of the NCB target audiences and markets. This is where we gather all critical factual information that connects to strategies tailored for NCB.
- Then, our media experts will start with a media strategy that will achieve objectives of the overall marketing approach, such as creating awareness, facilitating engagement and producing advocates for the NCB brand. The strategy will leverage paid, owned and earned media to achieve these objectives. Once the media strategy, with the recommended mediums and rationale for types of placements, are approved, Bozell will issue an RFP to the media vendors to be considered. After receiving media vendor proposals, Bozell will work to create a complete media plan.
- A media plan is developed to reach the right people, in the right place, at the right time. Placement across a wide variety of platforms will be considered including, but not limited to, radio, print, out of home, digital, social and television. The media plan will focus on connecting efficiency (lowest rates) with effectiveness (results) and will support a variety of activities, including the promotions and programs NCB mentions above and more.
- Bozell will coordinate with other stakeholder groups as identified necessary by NCB in the planning process and will keep all parties informed with each step of the media process. As the stakeholders provide input, Bozell will offer adjusted recommendations.
- Once the media plan is approved, the Bozell media team will provide a Media Expenditure Authorization (MEA) showing how the budget will be allocated for the various media vendors.
- After NCB approves that MEA, Bozell will work to negotiate the media elements included in the media plan and confirm placement in advance of the media launch date. A detailed media flowchart and creative associations will be provided.
- After discovery, research and negotiations are complete, and media is placed, Bozell is not done. Our team will:
 - o Confirm media partners have received and placed media as requested;
 - o Monitor scheduling and programming to ensure last-minute changes will not impact the initial intent of the media plan;
 - o Audit media invoicing to ensure accuracy; and,
 - o Provide performance reporting as established in initial client discovery sessions to ensure measurement is able to validate campaign successes and optimization opportunities.

Budget Considerations:

Media planning and placement will be calculated as 15% of the net media budget for the year. Bill payment terms will be net 10 days.

2

Bozell will have the financial capacity to contract and purchase media without advance payment by NCB. Bozell places \$3-5 million in media each year. With the high volume of media placed by Bozell, our media partner relationships are strong. This partnership is extended across all clients with guaranteed best available rates by our media partners. In turn, Bozell is generally required to pay media invoicing within a 60-day window. We will invoice on the first of every month for the media that was contracted and placed the previous month. The net-10-day payment terms assures NCB funds are received by Bozell in advance of the 60-day payment requirement. And ensures media vendors payment requirements are met and the best possible rates and opportunities are continued for future plans.

CREATIVE DEVELOPMENT, DESIGN AND PRODUCTION SERVICES

The Nebraska Corn Board utilizes a wide range of tactics to achieve its marketing communications objectives. These tactics vary according to the overall messaging, target audience, budget and marketing environment. These tactics may include, but are not limited to:

- a. Trade show banners and displays;
- b. Magazine/newspaper/miscellaneous print advertising;
- c. Brochures, handouts and other collateral materials;
- d. Online/digital assets (web banner ads, e-blasts, social media content, etc.);
- e. Transit;
- f. Television/Video/Online Video; and,
- g. Radio commercials.

Bidders Response:

3

Once we have identified your marketing goals and priorities through the onboarding process, the Bozell team will collaborate with NCB to provide recommendations for development of creative assets. This will include overall campaign creative concepts. Once campaign concepts are approved, we will move into producing the actual deliverables.

- Based on the overall marketing approach, Bozell and NCB will work together to determine what creative elements are needed to help tell your story.
- As with the CornsTalk newsletters, a Scope of Work will be provided for creative development, design and production. It will detail project deliverables, considerations for completing the project, and any associated costs. Third-party vendor costs will also be estimated (i.e., printing, TV production, etc.).
- Once we have your approval on the Scope of Work document, creative resources are assigned to accomplish the work and the execution process begins.
- To follow, are some example timelines for various aspects of the creative process. Of course, these are subject to change depending on the creative or production work to be completed.
 - o Copywriting – 1-3 weeks (TV and radio scripts, social media posts, print ads)
 - o Content Development – 2-5 weeks (newsletter article, long-form copy for native content)
 - o Creative Production – 1-2 weeks (ad resizing, banner ad development)
 - o Creative Graphic Design – 3-5 weeks (newsletter layout, collateral material, brochures)

3

Budget Considerations:

Budget for development of creative assets/tactics will be calculated based on hours to complete tactics, multiplied by the established agency hourly rate. Budget for creative development, design and production services will be allocated as a percentage of the overall established budget, and prioritized based on the established goals, key performance indicators and return on investment.

WEBSITE UPDATES, MANAGEMENT AND MAINTENANCE

NCB has launched an updated website (nebraskacorn.gov) in February 2019. NCB staff is primarily responsible for ensuring content is current on the site. The Contractor will be responsible for the following services related to this site:

- a. Provide maintenance and support as required;
- b. Post content and graphics as requested by NCB; and,
- c. Make recommendations on upgrades, changes in functionality, etc. as appropriate.

Note that NCB also manages www.AmericanEthanolNE.org. The Contractor will be asked to assist with this site in a similar fashion as needed.

Bidders Response:

Bozell will support NCB with website updates and management as described in the RFP for nebraskacorn.gov and AmericanEthanolNE.org websites.

4

The Bozell interactive team and web developers will be available for providing site maintenance and support as necessary. Specific needs can be addressed during the Bozell new client onboarding process. There are a few procedures to note for a smooth transition of duties:

- Bozell will need access to the NCB web files. This allows our interactive team a look into the current site features, review backend technology and determine ongoing maintenance requirements.
- After initial review of the websites, NCB will be provided a schedule for how Bozell will handle ongoing site evaluation, including technology upgrades and recommended functionality enhancements.
- An estimated number of content and graphic requests as well as ongoing maintenance requirements can be identified based on NCB need.
- NCB will be assigned Bozell interactive resources to accomplish ongoing web maintenance and support as needed.

Budget Considerations:

Budget for website updates, management and maintenance will be determined based on a percentage of NCB's overall budget. With this budget amount, resource hours can be allocated for the work to be accomplished at the established agency hourly rate. If hosting the sites will be transferred to Bozell, hosting fees will be assessed.

5

VIDEO PRODUCTION

NCB has in-house capability to shoot and edit video programs on a limited basis. However, there are certain projects that must be handled by a contractor due to the complexity of the project and/or deadlines.

These may include, but are not limited to:

- a. Educational videos; and,
- b. Television commercials.

Web-based videos to support promotions or other outreach initiatives.

Bidders Response:

As project requires, Bozell will manage video production from start to finish including negotiations with the production company (if necessary), arranging talent and overseeing the entire production.

- Our video production process begins with a concept. The creative team will provide video concept recommendations and can provide story board layouts as a representation of the production intent for NCB review and approval.
- The copy and content teams are available for script development for short or long-form video.
- For the larger more complex video production, Bozell can scout and interview potential directors and production vendors and provide recommended selections.
- Oversee production requirements such as camera crew, talent casting, location scouting, fees, permits, equipment rentals and wardrobe, as well as ongoing licensing agreements for music and talent.
- Our creative director and team will be on-site during the video shoot and post-production phases to ensure NCB expectations and final deliverables are met.
- As a final step in the process, our production manager will work with our media team to ensure the final produced video is trafficked to appropriate media outlets and instructions are provided for airing.

Our skilled team of creatives have overseen hundreds of video productions. Whether we are producing a video utilizing our internal team or working with an approved third-party vendor, we will oversee and manage all aspects of the production to ensure value is delivered and production goals are met.

Budget Considerations:

Video production budgets will be determined based on project requirements. The Bozell team will accomplish finished video products within the percentage of overall budget assigned. Within this budget amount, resource hours can be allocated for the work to be accomplished at the established agency hourly rate.

PROJECT PLANNING AND MANAGEMENT

Project planning shall be a collaborative effort between NCB's communications, market development and research committees, board of directors, and the Contractor. Project management shall be the responsibility of the Contractor as well as management of all staff assigned to the project.

The Contractor will coordinate specifically with the director of communications on staff with NCB. NCB will require the Contractor(s) to meet periodically with staff, board members or other stakeholders/partners to discuss marketing plans, promotional details, consumer campaigns and other issues related to the Contractors' work on behalf of the Nebraska Corn Board. Those meetings will take place most frequently in the Lincoln offices of NCB.

The cost associated with the following project planning and management activities must be included in the hourly rate proposed for each of the business/technical requirements specified in the Attachment B Cost Proposal. This is considered a normal part of the services being contracted and shall be included in the proposed fixed prices per hour.

- a. During active campaigns, the Contractor will be expected to regularly meet with NCB and/or submit a status/progress report as requested by NCB. It may include:
 - i. Any metrics or results on current tactics;
 - ii. Accomplishments/failures achieved during the reporting period;
 - iii. Activities of the project completed;
 - iv. Planned activities for the upcoming month;
 - v. Projected completion dates for remaining tasks and activities;
 - vi. Detailed status of current campaign budget;
 - vii. Budget status report on current campaigns shall include expenditures for the month, detailed expenditures to date by project, and the remaining balance, as well as media planning status, media placed, media billed, and media yet to be billed along with any immediate change or deviation from the plan strategies as a result of industry opportunities for Nebraska; and,
 - viii. Any other pertinent information.
- b. The Contractor will provide a planning calendar that outlines the scope of any upcoming projects at least six (6) weeks in advance of deadlines.
- c. On a quarterly basis, the Contractor shall report on advertising and marketing effectiveness, as well as pre- and post-campaign brand awareness assessment reports.
- d. The Contractor shall be expected to participate in quarterly meetings at a time that works for both parties. At a minimum, the Contractor shall be required to travel to Lincoln, Nebraska, for such meeting (at the Contractor's expense) if not already located in Lincoln.
- e. The Contractor will be required to bid and make buys for projects specs including, but not limited to: printing, postage, freight, television, radio, etc. Printing may be required to be done at the State of Nebraska's Print Shop. NCB will consult with State of Nebraska's Print Shop for capacity/compatibility. However, if the State of Nebraska's Print Shop does not have the capacity/capability to complete a specific print job, the Contractor will furnish printing solutions after consulting with NCB.
- f. The Contractor shall be readily available during normal business hours, by telephone, email and in person, throughout the course of this contract.
- g. The Contractor shall fulfill the earned media component of this contract, as appropriate, in accordance with generally accepted standards practiced in Nebraska broadcast and print newsrooms. In addition, written earned media work shall be prepared in Associated Press style, reflect the needs of the intended media audience, and contain appropriate state, national and global information as warranted.
- h. The Contractor must have the financial capacity to contract and purchase media without advance payment by NCB. Media services will include advertising purchasing among many forms of media, sponsorships, social media, and other forms of paid messaging. Bidder must identify process for placing media and reporting balances in Attachment A,

Technical Requirements, and identify commission rate for media placements as compared to industry standard in Attachment B, Cost Proposal.

- i. The Contractor will provide a line for direct reimbursement of costs for incidental, third party deliverables including but not limited to: airtime, outdoor advertising, spokesperson compensation, sponsorships, promotional items, and printing and postage not produced by the State Print Shop.

Bidders Response:

Account management is a vital part of our strategic partnership. We provide a host of elements including strategic thinking, industry experience and knowledge, media know-how, creative talent and overall project management expertise that keeps the entire client team working in the same direction to meet stated marketing objectives on time and on budget.

As a main point of contact for NCB, a senior account executive (AE) will be assigned to support NCB. At the onset of the partnership, the AE will establish the best mode of communication with key NCB contacts and implement ongoing touch points to fulfill requirements outlined within the RFP document. The AE will coordinate specifically with the director of communications on staff at NCB.

- 6 Once the contract is finalized and awarded;
- Bozell will initiate an onboarding process to identify key NCB stakeholders/contacts, define team responsibilities, approval process, preferred mode of communication, determine milestone dates, schedule status meetings and progress reports, billing process, and more.
 - Initial kick-off and insight session will be scheduled to discuss an overview of current marketing plans including any promotional details, consumer campaigns, media plans and NCB processes and procedures in place that will be insightful for the team to understand. Goals and objectives for advertising, marketing and communications moving forward, priorities, set budget and success indicators will also be identified.
 - Bozell's internal processes will be established for development of a planning calendar (to be provided six weeks in advance of deadlines) and content for quarterly progress reports.
 - Performance reporting for communication methods including in the NCB marketing plan will be provided as part of ongoing project planning and management functions. Timing of the reporting can be determined based on NCB need.

Budget Considerations:

Budget assigned to project planning and management will be determined based on allocated percentage of NCB's overall budget. With this budget amount, an assignment of hours will be allocated for the work to be accomplished at the established agency hourly rate. In addition, budget will be allocated for monthly PR/social monitoring services.